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ROBINSON, MCFADDEN & MOORE, P.C.

COLUMBIA, SOUTH CAROLINA

November 21, 2008

VIA ELECTRONIC FILING

Mr. Charles Terreni, Chief Clerk of the Commission
Public Service Commission of South Carolina
Synergy Business Park, Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

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**Re: Application of Duke Energy Carolinas, LLC
for approval of Energy Efficiency Plan
Docket No. 2007-358-E**

Dear Mr. Terreni:

On behalf of Duke Energy Carolinas, LLC we enclose for filing the proposed Service Agreement for the Company's PowerShare program for which we filed a proposed tariff today. The Company requests that the Commission approve this contract along with the proposed tariff for the PowerShare program and that such approval be effective upon approval of the Company's Energy Efficiency Plan.

By copy of this letter we are serving a copy of the same on all parties of record. If you have any questions, please have someone on your staff contact me.

Yours truly,

ROBINSON, MCFADDEN & MOORE, P.C.

Frank R. Ellerbe, III

/tch

Enclosure

cc/enc: Catherine E. Heigel, Assistant General Counsel (via email and US Mail)
Nanette Edwards, Chief Counsel (via email and US Mail)
Scott Elliott, Esquire (via email and US Mail)
Jeremy Hodges, Esquire (via email and US Mail)
J. Blanding Holman, IV, Esquire (via email and US Mail)
Gudrun Thompson, Esquire (via email and US Mail)
Robert E. Tyson, Jr., Esquire (via email and US Mail)
Alan R. Jenkins, Esquire (via email and US Mail)
James H. Jeffries, IV Esquire (via email and US Mail)

STATE OF SOUTH CAROLINA

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

Application of Duke Energy Carolinas, LLC
for Approval of Energy Efficiency Plan Including an
Energy Efficiency Rider and Portfolio of Energy
Efficiency Programs

DOCKET
NUMBER: 2007-358-E

(Please type or print)

Submitted by: Frank R. Ellerbe, IIISC Bar Number: 1866

Address: Robinson, McFadden & Moore, P.C.
P.O. Box 944
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Telephone: (803) 779-8900Fax: (803) 252-0724

Other: _____

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input checked="" type="checkbox"/> Other: Power Share Service Agreement	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Service Agreement

Commencement Date: _____
(to be provided by Duke Energy)

Customer Information

Company Name ("Customer") «Company_Name» Facility Name: «Facility_Name»
Service Address «Service_Address»
City «City» State «State» Zip Code «Zip_Code»

Electric Service Agreement

Duke Energy Account Number «Duke_Energy_Account_Number» Contract Demand «Contract_Demand»
Rate Schedule «Rate_Schedule»

Select Program Options: ^(a)

- ☐ **Mandatory Option (may also select Voluntary Option)**
☐ **Mandatory Option for Hourly Pricing**

Term (years): Three (3) Facilities Fee: \$ 40.00 per month

Firm Demand ^(b) (kW): _____

☐ Voluntary Option

Term (years): One (1) Facilities Fee^(c): \$ 40.00 per month

☐ Generator Option:

Term (years): Three (3) Facilities Fee: \$ 155.00 per month per generator meter

Total Maximum Curtailable Demand ^(d) (kW): _____

If, in Duke Energy's sole opinion, cellular communication technology cannot be utilized to retrieve data from the Customer's generator meter, the Customer may still participate in the Generator Option by providing, at its sole expense, a dedicated telephone line sufficient for such purposes. In such a case, the Meter Facilities Fee will be reduced by \$ 30.00.

Generator Information (insert additional rows as needed)

Generator #	Nameplate Rating (kVA)	Maximum Curtailable Demand (kW)	Facilities Fee per Generator Meter
1			
2			
3			
4			
Total			

Customer Contact Information

On employees who should have access to MyDuke.com curtailment information and / or the ability to nominate load for voluntary curtailment ^(e):
Name \ Address \ Business Phone No. \ Mobile Phone No. \ Fax No. \ Pager No. \ Email Address \ SMS Email Address (100 character pager address)

Footnotes:

- Customers electing to decline the Transition Provisions may provide a letter to Duke Energy conveying the decision prior to their Commencement Date
Customer-owned generators may not operate in parallel with the Duke Energy system, with 2 exceptions. Contact your Duke Representative for additional information.
1. Momentary paralleling is allowed, subject to prior review and approval by Duke Energy.
 2. Parallel operation is allowed under Schedule HP (NC) subject to the interconnection provisions of Schedule HP (NC).
- (a) Mandatory Option for Hourly Pricing and Generator Option not available in combination with any other Options.
(b) Value must be at least 200 kW less than Contract Demand. Additional requirements apply to the Hourly Pricing Option.
(c) Not applicable if the Mandatory Option was also selected.
(d) Value must be at least 200 kW.
(e) Customer shall enter contact information into MyDuke.com on employees who should be notified of pending Curtailment Periods.

POWERSHARE[®]



This PowerShare Service Agreement ("Agreement") is entered into between Customer and Duke Energy. Customer shall be enrolled in Duke Energy's PowerShare program pursuant to the terms and conditions hereof.

1. Service: (a) Upon Duke Energy's readiness to provide such service to Customer, including without limitation installation of necessary Facilities, as defined below, at Customer's premises and receipt of necessary historic meter data, Duke Energy shall provide and Customer shall receive service under Duke Energy's PowerShare Non-Residential Load Curtailment program, Rider PS ("PowerShare"), as further set forth herein.

(b) Duke Energy shall provide prompt notice to Customer at the address set forth below of the satisfaction of the conditions set forth in Section 1(a) and the date ("Commencement Date") upon which Duke Energy shall commence providing, and Customer shall commence receiving, PowerShare service.

(c) The original minimum term, as that term is defined in the PowerShare Rider, shall commence on the Commencement Date. For avoidance of doubt, on and after the Commencement Date, Duke Energy shall provide Customer with Credits, and Customer shall respond to the curtailment requests of Duke Energy, all in accordance with the PowerShare Rider.

(d) Prior to the Commencement Date, Customer shall provide to Duke Energy contact information for those personnel to be contacted by Duke Energy for notification of Curtailment Periods and shall thereafter timely keep Duke Energy apprised of any changes to such contact information, all as further instructed by Duke Energy.

2. Facilities: (a) In order for Customer to participate in the PowerShare program, certain Facilities ("Facilities") may need to be installed on Customer's premises. Promptly after execution of this Agreement, Duke Energy will install and connect necessary Facilities on Customer's premises to enable Customer to receive PowerShare service. Customer shall provide Duke Energy safe and reasonable access to Customer's premises and facilities to allow Duke Energy to install such Facilities. Subject to Section 3, Facilities shall remain at all times the property of Duke Energy.

(b) Those Customers electing the Generator Option, in compliance with specifications provided by Duke Energy, shall (i) install and maintain a metering cabinet and (ii) install all other necessary metering equipment provided by Duke Energy.

3. Abandon in Place: In the event that Duke Energy provides Facilities for Customer under the Generator Option, and an event occurs under which Customer cannot or elects not to receive PowerShare service Duke Energy may, at its sole election, abandon any Facilities in place at the Customer's premises. Such abandoned Facilities shall become the property of Customer and Duke Energy shall have no further liability relating thereto.

4. Assignment: Customer may not assign or otherwise transfer this Agreement without the prior written consent of Duke Energy.

5. Tariffed Services: Customer acknowledges that Duke Energy's provision of PowerShare services hereunder is governed and controlled by the PowerShare Rider. On and after the Commencement Date, any conflicts between this Service Agreement and the PowerShare Rider shall be resolved in favor of the PowerShare Rider. To the extent this Agreement conflicts with any provisions of the Electric Service Agreement, the provisions of this Agreement shall control. The provision of PowerShare service hereunder shall in all respects be subject to and in accordance with all the terms and conditions of the PowerShare Rider, the applicable rate schedule, and Duke Energy's Service Regulations, as approved by the Commission, which are hereby incorporated by reference and made a part hereof as though fully set forth herein. Duke Energy's Service Regulations, the applicable rate schedule, and the PowerShare Rider are subject to change, revision, alteration or substitution, either in whole or part, upon order of the Commission or any other regulatory authority having jurisdiction, and any such change, revision, alteration, or substitution shall immediately be made a part hereof as though fully written herein, and shall nullify any prior provision in conflict therewith.

6. Miscellaneous: No waiver by either party of any default shall be deemed a waiver of any subsequent default. The Agreement constitutes the entire agreement of the parties and supersedes any oral or written understandings, proposals or other communications by the parties prior to this Agreement. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Subject to Section 5, amendments to the Agreement must be in writing and signed by both parties. Headings are provided for the convenience of the parties, and shall not affect the interpretation of any provision.

Duke Energy Carolinas, LLC

By: _____
Name: _____
Title: _____
Email: _____
Fax: _____
Date: _____

[Customer]

By: _____
Name: _____
Title: _____
Mailing Address:
Street: _____

City: _____
State/Zip: _____
Email: _____
Fax: _____
Date: _____